

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR PUBLIC WORKS***

**PROJECT MANUAL:  
SUPPLY BITUMINOUS CONCRETE  
(Category A: Picked-Up & Category B: Delivered)**

***INVITATION FOR BID #09-84***

**APRIL 2009**

**David B. Cohen, Mayor**

**CITY OF NEWTON  
PURCHASING DEPARTMENT  
INVITATION FOR BID #09-84**

The City of Newton invites sealed bids from Contractors to:

**SUPPLY BITUMINOUS CONCRETE  
Category A: Picked-Up  
Category B: Delivered**

**Pre Bid Conference:** 1:00 p.m., April 30, 2009

**Bids will be received until:** 1:00 p.m., May 11, 2009\*

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Award will be made to the bidder with the lowest **Grand Total Multiplier Cost for Category A** and the lowest Grand Total for Category B that has been deemed responsive and responsible. Multiple awards are possible under this bid, bidders may bid on one or both of the categories.

Contract Documents will be available on line at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids) or for pick up at the Purchasing Department or after **10:00a.m., April 27, 2009\***. There will be no charge for Contract Documents.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company. **Please Note: this bid, in accordance with the Chapter 303 Acts of 2008, contains Price Adjustments and new Prevailing Wage requirements. All bidders are required to familiarize themselves with these terms and conditions before submitting a bid.**

The term of this contract shall extend from **June 1, 2009 through March 31, 2010**. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. Wages are subject to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

**All bids shall be submitted as one ORIGINAL and one COPY.**

The City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.

CITY OF NEWTON

Re Cappoli  
*Chief Procurement Officer*

April 23, 2009

**\*PLEASE NOTE: these dates have changed from what was originally advertised.**

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
  2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be faxed or mailed First Class postage by the USPS, to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.ci.newton.ma.us/bids](http://www.ci.newton.ma.us/bids).
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER# 09-84**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

**ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.

- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

- \* GENERAL BID FOR:
- \* NAME OF PROJECT AND **INVITATION NUMBER**
- \* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

- 4.8 Bids shall be submitted with one original and one copy. Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.

1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

#### **4.9 PRICE ADJUSTMENT CLAUSES CHAPTER 90 FUNDS**

It is the intention of the City to include price adjustments in the award of this Contract. These price adjustments shall be for 1) Fuel 2) Liquid Asphalt and/or for 3) Portland Cement when such commodities have been determined to be integral components of the work.

For those commodities designated to be paid as a 'differential' items then the special provision shall provide for a price adjustment formula for the affected items. This adjustment shall be based on the difference between the **Base Price** and the **Period Price** which shall be evaluated on a **monthly** basis, but price adjustments shall only be made if the monthly cost change exceeds +/- **5 per cent**. Subsequently each respective price adjustment shall be made as specified under each applicable and separate payment item.

**IMPORTANT NOTE:** Depending on the prevailing market trends at the time of payment these price adjustments may provide for additional compensation to the Contractor, or they may otherwise result in a repayment to the City. The increase or a decrease in the value of the commodity, during the applicable payment period in which the goods and/or services were rendered, shall be the determinant factor.

The City will refer to the Massachusetts Highway Department price adjustment tables as included in this bid package to establish the base price and will be used for the actual period price.

**Price Adjustment Clauses – to apply as follows:**

- **Diesel and Gasoline** – The Base Price, and the Period Price of fuel, shall be the derived average cost of Diesel Fuel and Gasoline Fuel combined for each applicable payment period. Fuel adjustments shall apply to all work in the contract. The Contractor, at their own election, may either choose to bid their fuel costs separately, or he may otherwise elect to incorporate their fuel costs into separate payment items. In any event the Contractor's final bid prices shall include the fuel costs for all goods & services rendered under this contract.
- **Liquid Asphalt** – The price adjustment shall apply only to the actual virgin Liquid Asphalt content contained in the applicable Asphalt and/or Bituminous Concrete mixture.

- **Portland Cement-** The price adjustment shall apply only to the actual Portland Cement content contained in the applicable Cement Concrete mixture.

No price adjustment will be allowed beyond the completion date of the contract unless there is an approved extension of time by the City.

#### ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

#### ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

#### ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.4 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.5 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

#### ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

**CITY OF NEWTON  
DEPARTMENT OF PURCHASING  
BID FORM #09-84**

- A. The undersigned proposes to supply and deliver the materials specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

**SUPPLY BITUMINOUS CONCRETE**

**Category A: Picked-Up**

**Category B: Delivered**

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

- C. **Category A: Bituminous Concrete Picked-Up** - The Contractor/Vendor shall insert prices for each item in ink, in both words and figures. Totals here must match the totals from the attached Item Sheets.

Total contract price for **Category A:** is \$\_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

*(Contract price that shall equal the Total of the attached Item Sheets)*

COMPANY NAME: \_\_\_\_\_

**Category B: Bituminous Concrete Supplied & Delivered**

Total contract price for **Category B:** is \$\_\_\_\_\_

\_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

*(Contract price that shall equal the Total of the attached Item Sheets)*

COMPANY NAME: \_\_\_\_\_

**NOTICE:** In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Liquid Asphalt. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References;
- ☐ Item Sheets (2)
- ☐ A five percent (5%) bid deposit.

- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid **and furnish a labor and materials payment bond** of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton in the **sum not less than 50% of the contract price**, the premiums for which are to be paid by the contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration ("OSHA") that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The undersigned further certifies under the penalties of perjury that they have familiarized themselves with the changes to the Prevailing Wage Rates, Price Adjustment Clauses, in accordance to Chapter 303 Acts of 2008.

Date \_\_\_\_\_  
\_\_\_\_\_  
(Name of General Bidder)  
  
BY: \_\_\_\_\_  
\_\_\_\_\_  
(Printed Name and Title of Signatory)  
\_\_\_\_\_  
(Business Address)  
\_\_\_\_\_  
(City, State Zip)  
\_\_\_\_\_  
(Telephone) / (FAX)  
\_\_\_\_\_  
(E-mail address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
- \* 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHOULD BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_ YES \_\_\_\_ NO



TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_)\_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)  
\_\_\_\_\_

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

**None of the following forms are required at the time of bid submittal.**

## CITY - CONTRACTOR AGREEMENT

### CONTRACT NO. C -

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Nine by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

#### **SUPPLY BITUMINOUS CONCRETE Category A: Picked-Up & Category B: Delivered**

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents, which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
  - b. The City's Invitation For Bid # 09-84 issued by the Purchasing Department;
  - c. The Project Manual for Supply and Deliver Bituminous Concrete including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; **Price Adjustments**; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
  - d. Addenda Number(s)\_\_\_\_\_;
  - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
  - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
  - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. **CONTRACT TERM.** The term of this contract shall extend from **June 1, 2009 through March 31, 2010**. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.
- VI. **QUANTITIES.** The quantities specified in the Project Manual are approximate and are based on previous consumption. It is specifically understood the City does not agree to purchase any specific quantity, and purchases will be made to cover actual requirements only. The City may increase or decrease the quantity of any item specified without change in price per unit of quantity as stated in the Contractor's Bid Response.
- VII. **MATERIALS.** The Contractor agrees, unless otherwise specified, that all equipment, materials and supplies furnished under this contract are to be first quality, new and unused.
- VIII. **AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work or make deliveries. No work shall be commenced or deliveries made unless authorized by a written Work Order issued by the City specifying the equipment, materials or supplies to be delivered. The Contractor will be paid following completed delivery and acceptance of the equipment, materials or supplies ordered in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the delivered equipment, materials or supplies or acceptance of same whichever date is later.
- IX. **CLAIMS FOR MATERIALS OR LABOR.** In the event any claims have been filed with the City for material or labor delivered or performed pursuant to this contract, the City shall be under no obligation to make any payment until such claims are adjusted to the satisfaction of the City. Any and all liens for supplies may be paid off by the City within twenty (20) days after the filing for record as provided by law of a notice of such liens, except where the claim on which the lien is filed is being litigated by the Contractor, and in such case the City may pay the amount of any final judgment or decree on any such claim. All money paid by the City in settlement of liens and claims as aforesaid, with the costs and expenses incurred by the City in connection therewith shall be charged to the Seller, bearing interest at the rate of six percent (6%) per annum, and be deducted from the next payment falling due the Seller under the terms of this contract.
- X. **UNIT PRICES.** It is agreed that the unit prices listed are maximum prices and that the City shall be entitled to take advantage of any decreasing market conditions, decreases to be governed by the manufacturers' price listing as might be generally adopted in the trade, or by the same percentage that the Seller may reduce prices to others who purchase in similar quantities and under similar conditions.
- XI. **RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** In the performance of any work, including the delivery of equipment, materials or supplies, pursuant to this Contract, the Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage, which may be caused by the failure or insufficiency of any temporary works. He shall effectively protect their work and shall be liable for all damage and loss by delay or otherwise caused by their neglect or failure so to do.
- XII. **WARRANTY.** Except as may be otherwise provided in the Project Manual, the Contractor shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of equipment, materials or supplies furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Contractor.
- XIII. **PATENT INDEMNIFICATION.** The Contractor agrees to assume the defense of and shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Contractor, within a reasonable time, shall at its own expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment, or apparatus and refund the sums paid therefor.
- XIV. **INSPECTION.** For the purposes of inspection of the equipment, materials and supplies covered by this contract, the Contractor shall give the City free access to their works and furnish every facility for properly inspecting such

equipment, materials and supplies, and shall furnish full information, whenever requested, relating thereto. Approval by any inspector of the City shall not relieve the Contractor from their obligation to comply in all respects with the contract.

- XV. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- XVI. INSTALLATION.** If any of the equipment, materials and supplies covered by this contract is to be installed by either the Contractor or the City, the Contractor shall, upon request of the City, furnish a competent employee to supervise the installation without expense to the City, unless otherwise provided herein. Such supervisor, or other employees furnished by the Contractor, shall be the agents of the Contractor and not of the City, and the Contractor hereby agrees to indemnify the City and hold it harmless from and against any and all loss, costs, damage, and expense sustained as the result of negligence or other conduct on the part of such supervisor or employee.
- XVII. TERMINATION.** The City of Newton may, by written notice of default to the Contractor, terminate the whole or any part of this Contract or any Shipping of Work Order issued pursuant thereto in any one of the following circumstances:
- a. If the Contractor fails to make delivery of the equipment, goods or supplies or to perform the services within the time specified herein or any extension thereof;
  - b. If the Contractor fails to perform any of the other provisions of this contract or, if in the opinion of the City, Contractor so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not correct such failure within thirty (30) days (or such longer period as the City may authorize in writing) after receipt of notice from the City specifying such failure.
- XVIII. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XIX. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XX. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

THIS SPACE INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed under seal the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds in the amount of  
\$ \_\_\_\_\_ are  
available in account number  
0140105-5530

I further certify that the Mayor  
is authorized to execute contracts  
and approve change orders

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Works*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT & BONDS ARE APPROVED**

By \_\_\_\_\_  
David B. Cohen, *Mayor*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of **Clerk or Secretary**)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

\* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.



# CITY OF NEWTON, MASSACHUSETTS

## PAYMENT BOND

Know All Men By These Presents:

That we, \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of \_\_\_\_\_, 2009 for the construction of \_\_\_\_\_ in Newton, Massachusetts.  
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this \_\_\_\_day of \_\_\_\_\_2009.

PRINCIPAL

SURETY

\_\_\_\_\_

\_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

\_\_\_\_\_

(Title)

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

**CITY OF NEWTON, MASSACHUSETTS  
PURCHASING DEPARTMENT  
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City , as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on Work order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
7. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at it's expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the Invitation For Bid the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Work Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
13. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and

operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

15. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the work order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. **INSURANCE REQUIREMENTS**

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

**WORKER'S COMPENSATION**

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

**COMMERCIAL GENERAL LIABILITY**

Personal Injury	\$500,000 each occurrence
	\$1,000,000 aggregate
Property Damage	\$500,000 each occurrence
	\$1,000,000 aggregate

**VEHICLE LIABILITY**

Personal Injury	\$500,000 each person
	\$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.**

## **CITY OF NEWTON**

### **WAGE RATE REQUIREMENTS**

#### **1. GENERAL**

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently a part of the Contract.

#### **2. WAGE RATES**

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. The schedule of prevailing wage rates will be updated annually for all public construction projects lasting longer than one (1) year. The contractor shall pay the prevailing wage rate set out in the applicable prevailing wage rate schedule. Increases in prevailing wage rates shall not be the basis for a change order.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter.

#### **END OF SECTION**



DEVAL L. PATRICK  
Governor  
TIMOTHY F. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates				
(2 AXLE) DRIVER- EQUIPMENT	12/1/2008	\$42,260			
(3 AXLE) DRIVER- EQUIPMENT	12/1/2008	\$42,330			
(4 & 5 AXLE) DRIVER- EQUIPMENT	12/1/2008	\$42,450			
ADS/SUBMERSIBLE PILOT	8/1/2008	\$97,960	8/1/2009 \$102,480	8/1/2010 \$107,460	8/1/2011 \$112,980
AIRTRACK OPERATOR	12/1/2008	\$45,850	6/1/2009 \$46,850	12/1/2009 \$47,850	6/1/2010 \$48,850
	12/1/2010	\$50,100	6/1/2011 \$51,100	12/1/2011 \$52,350	
ASBESTOS REMOVER- PIPE/ MECH. EQUIPT.	12/1/2008	\$37,750	6/1/2009 \$39,250	12/1/2009 \$40,250	
ASPHALT RAKER	12/1/2008	\$45,350	6/1/2009 \$46,350	12/1/2009 \$47,350	6/1/2010 \$48,350
	12/1/2010	\$49,600	6/1/2011 \$50,600	12/1/2011 \$51,850	
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE	12/1/2008	\$56,340	6/1/2009 \$57,450	12/1/2009 \$58,570	6/1/2010 \$59,820
	12/1/2010	\$61,070			
BACKHOE/FRONT-END LOADER	12/1/2008	\$56,340	6/1/2009 \$57,450	12/1/2009 \$58,570	6/1/2010 \$59,820
	12/1/2010	\$61,070			
BARCO-TYPE JUMPING TAMPER	12/1/2008	\$45,350	6/1/2009 \$46,350	12/1/2009 \$47,350	6/1/2010 \$48,350
	12/1/2010	\$49,600	6/1/2011 \$50,600	12/1/2011 \$51,850	
BLOCK PAVER, RAMMER / CURB SETTER	12/1/2008	\$45,850	6/1/2009 \$46,850	12/1/2009 \$47,850	6/1/2010 \$48,850
	12/1/2010	\$50,100	6/1/2011 \$51,100	12/1/2011 \$52,350	
BOILERMAKER	10/1/2008	\$54,800			
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	2/1/2009	\$65,320	8/1/2009 \$67,120	2/1/2010 \$68,010	8/1/2010 \$69,910
	2/1/2011	\$70,900	8/1/2011 \$73,000	2/1/2012 \$73,990	
BULLDOZER/GRADER/SCRAPER	12/1/2008	\$56,020	6/1/2009 \$57,130	12/1/2009 \$58,230	6/1/2010 \$59,470
	12/1/2010	\$60,720			
CAISSON & UNDERPINNING BOTTOM MAN	12/1/2008	\$46,250	6/1/2009 \$47,250	12/1/2009 \$48,250	6/1/2010 \$49,250
	12/1/2010	\$50,500	6/1/2011 \$51,500	12/1/2011 \$52,750	
CAISSON & UNDERPINNING LABORER	12/1/2008	\$45,100	6/1/2009 \$46,100	12/1/2009 \$47,100	6/1/2010 \$48,100
	12/1/2010	\$49,350	6/1/2011 \$50,350	12/1/2011 \$51,600	
CAISSON & UNDERPINNING TOP MAN	12/1/2008	\$45,100	6/1/2009 \$46,100	12/1/2009 \$47,100	6/1/2010 \$48,100
	12/1/2010	\$49,350	6/1/2011 \$50,350	12/1/2011 \$51,600	
CARBIDE CORE DRILL OPERATOR	12/1/2008	\$45,350	6/1/2009 \$46,350	12/1/2009 \$47,350	6/1/2010 \$48,350
	12/1/2010	\$49,600	6/1/2011 \$50,600	6/1/2012 \$51,850	
CARPENTER	3/1/2009	\$52,770			
CEMENT MASONRY/PLASTERING	2/1/2009	\$64,110	8/1/2009 \$65,510	2/1/2010 \$66,200	8/1/2010 \$67,670
	2/1/2011	\$68,440	8/1/2011 \$70,060	2/1/2012 \$70,830	
CHAIN SAW OPERATOR	12/1/2008	\$45,350	6/1/2009 \$46,350	12/1/2009 \$47,350	6/1/2010 \$48,350
	12/1/2010	\$49,600	6/1/2011 \$50,600	12/1/2011 \$51,850	
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/1/2008	\$56,340	6/1/2009 \$57,450	12/1/2009 \$58,570	6/1/2010 \$59,820
	12/1/2010	\$61,070			
COMPRESSOR OPERATOR	12/1/2008	\$46,290	6/1/2009 \$47,110	12/1/2009 \$47,930	6/1/2010 \$48,850
	12/1/2010	\$49,780			
DELEADER (BRIDGE)	1/1/2009	\$61,210	7/1/2009 \$62,360	1/1/2010 \$63,510	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/22/2009

Rate Sheet: NEWTON

Job ID: 128109

Page: 1





DEVAL L. PATRICK  
Governor  
TIMOTHY F. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates					
DEMO: AD ZEMAN	12/1/2008 \$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100		
	12/1/2010 \$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600			
DEMO: BACKHOE/LOADER/HAMMER OPERATOR	12/1/2008 \$46.100	6/1/2009 \$47.100	12/1/2009 \$48.100	6/1/2010 \$49.100		
	12/1/2010 \$50.350	6/1/2011 \$51.350	12/1/2011 \$52.600			
DEMO: BURNERS	12/1/2008 \$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850		
	12/1/2010 \$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350			
DEMO: CONCRETE CUTTER/SAWYER	12/1/2008 \$46.100	6/1/2009 \$47.100	12/1/2009 \$48.100	6/1/2010 \$49.100		
	12/1/2010 \$50.350	6/1/2011 \$51.350	12/1/2011 \$52.600			
DEMO: JACKHAMMER OPERATOR	12/1/2008 \$45.850	6/1/2009 \$46.850	12/1/2009 \$47.850	6/1/2010 \$48.850		
	12/1/2010 \$50.100	6/1/2011 \$51.100	12/1/2011 \$52.350			
DEMO: WRECKING LABORER	12/1/2008 \$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100		
	12/1/2010 \$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600			
DIRECTIONAL DRILL MACHINE OPERATOR	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470		
	12/1/2010 \$60.720					
DIVER	8/1/2008 \$72.590	8/1/2009 \$75.600	8/1/2010 \$78.890	8/1/2011 \$82.740		
DIVER TENDER	8/1/2008 \$58.090	8/1/2009 \$60.240	8/1/2010 \$62.590	8/1/2011 \$65.340		
DIVER TENDER (EFFLUENT)	8/1/2008 \$76.210	8/1/2009 \$79.440	8/1/2010 \$82.960	8/1/2011 \$87.090		
DIVER/SLURRY (EFFLUENT)	8/1/2008 \$97.960	8/1/2009 \$102.480	8/1/2010 \$107.410	8/1/2011 \$113.190		
ELECTRICIAN	3/1/2009 \$63.550	9/1/2009 \$64.780	3/1/2010 \$66.020	9/1/2010 \$67.260		
	3/1/2011 \$68.490					
ELEVATOR CONSTRUCTOR	1/1/2009 \$63.690	1/1/2010 \$65.190	1/1/2011 \$66.690	1/1/2012 \$68.190		
ELEVATOR CONSTRUCTOR HELPER	1/1/2009 \$49.830	1/1/2010 \$51.330	1/1/2011 \$52.830	1/1/2012 \$54.330		
FENCE & GUARD RAIL ERECTOR	12/1/2008 \$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350		
	12/1/2010 \$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850			
FIELD ENG. - INST. PERSON (BLDG, SITE, HVY CONST)	11/1/2008 \$53.870	5/1/2009 \$54.780	11/1/2009 \$55.890	5/1/2010 \$56.990		
	11/1/2010 \$58.230	5/1/2011 \$59.470				
FIELD ENG. - ROD PERSON (BLDG, SITE, HVY CONST)	11/1/2008 \$39.740	5/1/2009 \$40.260	11/1/2009 \$40.910	5/1/2010 \$41.560		
	11/1/2010 \$42.290	5/1/2011 \$43.020				
FIELD ENG.-CHIEF OF PARTY (BLDG, SITE, HVY CONST)	11/1/2008 \$55.220	5/1/2009 \$56.140	11/1/2009 \$57.250	5/1/2010 \$58.360		
	11/1/2010 \$59.610	5/1/2011 \$60.860				
FIRE ALARM INSTALLER	3/1/2009 \$63.550	9/1/2009 \$64.780	3/1/2010 \$66.020	9/1/2010 \$67.260		
	3/1/2011 \$68.490					
FIRE ALARM REPAIR / MAINTENANCE	3/1/2009 \$51.620	9/1/2009 \$52.540	3/1/2010 \$53.470	9/1/2010 \$54.410		
	3/1/2011 \$55.330					
FIREMAN (ASST. ENGINEER)	12/1/2008 \$50.870	6/1/2009 \$51.820	12/1/2009 \$52.780	6/1/2010 \$53.850		
	12/1/2010 \$54.930					
FLAGGER & SIGNALER	12/1/2008 \$35.100	6/1/2009 \$35.100	12/1/2009 \$35.100	6/1/2010 \$36.100		
	12/1/2010 \$36.100	6/1/2011 \$37.100	12/1/2011 \$37.100			
FLOORCOVERER	3/1/2009 \$58.380					

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/22/2009

Rate Sheet: NEWTON

Job ID: 128109

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DEVAL L. PATRICK  
Governor  
TIMOTHY F. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates						
FORK LIFT/CHERRY PICKER	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010 \$59.820
	12/1/2010	\$61.070					
GENERATOR/LIGHTING PLANT/THEATERS	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009	\$47.930	6/1/2010 \$48.850
	12/1/2010	\$49.780					
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010	
HOISTING ENGINEER/CRANES/GRADALLS	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570	6/1/2010 \$59.820
	12/1/2010	\$61.070					
HVAC (DUCTWORK)	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520	
HVAC (ELECTRICAL CONTROLS)	3/1/2009	\$63.550	9/1/2009	\$64.780	3/1/2010	\$66.020	9/1/2010 \$67.260
	3/1/2011	\$68.490					
HVAC (TESTING AND BALANCING - AIR)	2/1/2009	\$61.020	8/1/2009	\$62.270	2/1/2010	\$63.520	
HVAC (TESTING AND BALANCING - WATER)	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730	
HVAC MECHANIC	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730	
HYDRAULIC DRILLS	12/1/2008	\$45.850	6/1/2009	\$46.850	12/1/2009	\$47.850	6/1/2010 \$48.850
	12/1/2010	\$50.100	6/1/2011	\$51.100	12/1/2011	\$52.350	
INSULATOR (PIPES & TANKS)	9/1/2008	\$56.860	9/1/2009	\$59.260	9/1/2010	\$61.660	
IRONWORKER/WELDER	3/16/2009	\$58.230	9/16/2009	\$59.580	3/16/2010	\$60.980	
JACKHAMMER & PAVING BREAKER OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850	
LABORER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LABORER: CARPENTER TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LABORER: CEMENT FINISHER TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LABORER: MASON TENDER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850	
LABORER: MULTI-TRADE TENDER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LABORER: TREE REMOVER	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100	6/1/2010 \$48.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600	
LASER BEAM OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350	6/1/2010 \$48.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850	
MARBLE & TILE FINISHERS	2/1/2009	\$54.800	8/1/2009	\$56.240	2/1/2010	\$56.950	8/1/2010 \$58.470
	2/1/2011	\$59.270	8/1/2011	\$60.950	2/1/2012	\$61.740	
MARBLE MASONS, TILELAYERS & TERRAZZO MECH	2/1/2009	\$65.360	8/1/2009	\$67.160	2/1/2010	\$68.050	8/1/2010 \$69.950
	2/1/2011	\$70.940	8/1/2011	\$73.040	2/1/2012	\$74.030	

**This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27**

**Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.**

**Issue Date:** 4/22/2009

**Rate Sheet:** NEWTON

**Job ID:** 128109

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DEVAL L. PATRICK  
Governor  
TIMOTHY F. MURRAY  
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates					
MECH. SWEEPER OPERATOR (NON-CONSTRUCTION)	7/1/2008	\$27.300	7/1/2009	\$28.300	7/1/2010	\$29.000
MECH. SWEEPER OPERATOR (ON CONST. SITES)	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720				
MECHANICS MAINTENANCE	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720				
MILLWRIGHT (Zone 1)	3/1/2009	\$54.400				
MORTAR MIXER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850
OILER (OTHER THAN TRUCK CRANES, GRADALLS)	12/1/2008	\$40.480	6/1/2009	\$41.130	12/1/2009	\$41.790
	12/1/2010	\$43.260				
OILER (TRUCK CRANES, GRADALLS)	12/1/2008	\$43.300	6/1/2009	\$44.030	12/1/2009	\$44.760
	12/1/2010	\$46.420				
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/1/2008	\$56.020	6/1/2009	\$57.130	12/1/2009	\$58.230
	12/1/2010	\$60.720				
PAINTER (BRIDGES/TANKS)	1/1/2009	\$61.210	7/1/2009	\$62.360	1/1/2010	\$63.510
PAINTER (SPRAY OR SANDBLAST, NEW) *	1/1/2009	\$52.110	7/1/2009	\$53.260	1/1/2010	\$54.410
PAINTER (SPRAY OR SANDBLAST, REPAINT)	1/1/2009	\$50.170	7/1/2009	\$51.320	1/1/2010	\$52.470
PAINTER (TRAFFIC MARKINGS)	12/1/2008	\$45.100	6/1/2009	\$46.100	12/1/2009	\$47.100
	12/1/2010	\$49.350	6/1/2011	\$50.350	12/1/2011	\$51.600
PAINTER / TAPER (BRUSH, NEW) *	1/1/2009	\$50.710	7/1/2009	\$51.860	1/1/2010	\$53.010
PAINTER / TAPER (BRUSH, REPAINT)	1/1/2009	\$48.770	7/1/2009	\$49.920	1/1/2010	\$51.070
PANEL & PICKUP TRUCKS DRIVER	12/1/2008	\$42.090				
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590
PILE DRIVER	8/1/2008	\$58.090	8/1/2009	\$60.240	8/1/2010	\$62.590
PIPEFITTER & STEAMFITTER	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730
PIPELAYER	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850
PLUMBERS & GASFITTERS	3/1/2009	\$65.500	9/1/2009	\$67.000	3/1/2010	\$68.250
PNEUMATIC CONTROLS (TEMP.)	3/1/2009	\$65.980	9/1/2009	\$67.480	3/1/2010	\$68.730
PNEUMATIC DRILL/TOOL OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850
POWDERMEN & BLASTER	12/1/2008	\$46.100	6/1/2009	\$47.100	12/1/2009	\$48.100
	12/1/2010	\$50.350	6/1/2011	\$51.350	12/1/2011	\$52.600
POWER SHOVEL/DERRICK/TRENCHING MACHINE	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570
	12/1/2010	\$61.070				
PUMP OPERATOR (CONCRETE)	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570
	12/1/2010	\$61.070				
PUMP OPERATOR (DEWATERING, OTHER)	12/1/2008	\$46.290	6/1/2009	\$47.110	12/1/2009	\$47.930
	12/1/2010	\$49.780				

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/22/2009

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DEVAL L. PATRICK  
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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates			
READY-MIX CONCRETE DRIVER	5/1/2008 \$39.140	5/1/2009 \$40.520	5/1/2010 \$41.080	5/1/2011 \$41.690
RECLAIMERS	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010 \$60.720			
RESIDENTIAL WOOD FRAME CARPENTER ***	4/1/2009 \$35.620			
RIDE-ON MOTORIZED BUGGY OPERATOR	12/1/2008 \$45.350	6/1/2009 \$46.350	12/1/2009 \$47.350	6/1/2010 \$48.350
	12/1/2010 \$49.600	6/1/2011 \$50.600	12/1/2011 \$51.850	
ROLLER/SPREADER/MULCHING MACHINE	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010 \$60.720			
ROOFER (Inc Roofer Waterproofing & Roofer Damproofg)	2/1/2009 \$53.860			
SHEETMETAL WORKER	2/1/2009 \$61.020	8/1/2009 \$62.270	2/1/2010 \$63.520	
SIGN ERECTOR	6/1/2008 \$35.520	6/1/2009 \$37.780		
SLATE / TILE / PRECAST CONCRETE ROOFER	2/1/2009 \$54.110			
SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/1/2008 \$42.550			
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/1/2008 \$42.840			
SPRINKLER FITTER	3/16/2009 \$66.950	9/16/2009 \$68.450	3/16/2010 \$69.700	
STEAM BOILER OPERATOR	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010 \$60.720			
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010 \$60.720			
TELECOMMUNICATION TECHNICIAN	3/1/2009 \$51.620	9/1/2009 \$52.540	3/1/2010 \$53.470	9/1/2010 \$54.410
	3/1/2011 \$55.330			
TERRAZZO FINISHERS	2/1/2009 \$64.260	8/1/2009 \$66.060	2/1/2010 \$66.950	8/1/2010 \$68.850
	2/1/2011 \$69.840	8/1/2011 \$71.940	2/1/2012 \$72.930	
TESTBORING DRILLER	12/1/2008 \$46.500	6/1/2009 \$47.500	12/1/2009 \$48.500	6/1/2010 \$49.500
	12/1/2010 \$50.750	6/1/2011 \$51.750	12/1/2011 \$53.000	
TESTBORING DRILLER HELPER	12/1/2008 \$45.220	6/1/2009 \$46.220	12/1/2009 \$47.220	6/1/2010 \$48.220
	12/1/2010 \$49.470	6/1/2011 \$50.470	12/1/2011 \$51.720	
TESTBORING LABORER	12/1/2008 \$45.100	6/1/2009 \$46.100	12/1/2009 \$47.100	6/1/2010 \$48.100
	12/1/2010 \$49.350	6/1/2011 \$50.350	12/1/2011 \$51.600	
TRACTORS/PORTABLE STEAM GENERATORS	12/1/2008 \$56.020	6/1/2009 \$57.130	12/1/2009 \$58.230	6/1/2010 \$59.470
	12/1/2010 \$60.720			
TRAILERS FOR EARTH MOVING EQUIPMENT	12/1/2008 \$43.130			
TUNNEL WORK (COMP. AIR HAZ. WASTE)	12/1/2008 \$59.180	6/1/2009 \$60.430	12/1/2009 \$61.680	6/1/2010 \$62.930
	12/1/2010 \$64.180	6/1/2011 \$65.430	12/1/2011 \$66.680	
TUNNEL WORK (COMPRESSED AIR)	12/1/2008 \$57.180	6/1/2009 \$58.430	12/1/2009 \$59.680	6/1/2010 \$60.930
	12/1/2010 \$62.180	6/1/2011 \$63.430	12/1/2011 \$64.680	
TUNNEL WORK (FREE AIR HAZ. WASTE)	12/1/2008 \$51.250	6/1/2009 \$52.500	12/1/2009 \$53.750	6/1/2010 \$55.000
	12/1/2010 \$56.250	6/1/2011 \$57.400	12/1/2011 \$58.750	
TUNNEL WORK (FREE AIR)	12/1/2008 \$49.250	6/1/2009 \$50.500	12/1/2009 \$51.750	6/1/2010 \$53.000
	12/1/2010 \$54.250	6/1/2011 \$55.500	12/1/2011 \$56.750	

This wage schedule must be posted at the work site in accordance with M.G.L. ch. 149, sec. 27

Failure of the employer to pay "prevailing wage rates," which are the minimum wage rates listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27B. Employees not receiving such rates should report the violation to the Office of Fair Labor and Business Practices, 100 Cambridge Street, Boston, MA 02108; Tel: 617-727-3465.

Issue Date: 4/22/2009

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Job ID: 128109

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THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT  
DIVISION OF OCCUPATIONAL SAFETY

**Prevailing Wage Rates**

As determined by the Commissioner under the provisions of the  
Massachusetts General Laws, Chapter 149, Sections 26 to 27H



GEORGE NOEL  
Director  
LAURA M. MARLIN  
Commissioner

**Awarding Authority:** CITY OF NEWTON

**Contract Number:** 0984

**City/Town:** NEWTON

**Description Of Work:** BITUMINOUS CONCRETE APPLICATION WORKS

**Job Location:** VARIOUS

Classification	Effective Dates and Total Rates					
VAC-HAUL	12/1/2008	\$42.550				
WAGON DRILL OPERATOR	12/1/2008	\$45.350	6/1/2009	\$46.350	12/1/2009	\$47.350
	12/1/2010	\$49.600	6/1/2011	\$50.600	12/1/2011	\$51.850
WASTE WATER PUMP OPERATOR	12/1/2008	\$56.340	6/1/2009	\$57.450	12/1/2009	\$58.570
	12/1/2010	\$61.070				
WATER METER INSTALLER	3/1/2009	\$65.500	9/1/2009	\$67.000	3/1/2010	\$68.250

\* If 30% or more of surfaces to be painted are new construction, NEW paint rates shall be used.

\*\* The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement.

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**Issue Date:** 4/22/2009

**Rate Sheet:** NEWTON

**Job ID:** 128109

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# COMMONWEALTH OF MASSACHUSETTS

## Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

City/Town: NEWTON		All steps are 6 months (1000 Hours) unless otherwise specified**									
Classification	Ratio*	1	2	3	4	5	6	7	8	9	10
ASBESTOS INSULATOR (Pipes & Tanks)	1:4	50	60	70	80						
				Steps are 1 year							
BOILERMAKER	1:5	65	65	70	75	80	85	90	95		
BRICK/PLASTER/CEMENT MASON	1:5	50	60	70	80	90					
CARPENTER	1:5	50	60	70	75	80	80	90	90		
CARPENTER (Residential Wood Frame)	1:5	60	60	65	70	75	80	85	90		
ELECTRICIAN	2:3***	40	40	45	45	50	55	60	65	70	75
				App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80							
ELEVATOR CONSTRUCTOR	1:1	50	55	65	70	80					
				Steps 1-2 are 6 mos.; Steps 3-5 are 1 year							
FLOORCOVERER	1:1	50	55	60	65	70	75	80	85		
				Steps are 750 hrs.							
GLAZIER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
HOIST/PORT. ENG.	1:6	55	60	65	70	75	80	85	90		
IRONWORKER		60	70	75	80	85	90				
Structural 1:6; Ornamental 1:4											
LABORER	1:5	60	70	80	90						
MARBLE-TILE-TERRAZZO FINISHER	1:3	50	60	70	80	90					
				Steps are 800 hrs.							
MARBLE-TILE-TERRAZZO MECHANIC	1:3	50	60	70	80	90					
MILLWRIGHT	1:5	50	55	60	65	70	75	80	85		
PAINTER	1:1	50	55	60	65	70	75	80	90		
				Steps are 750 hrs.							
PILE DRIVER	1:3	60	65	70	75	80	85	90	95		
PIPEFITTER	**	40	45	60	70	80					
** 1:3; 3:15; 1:10 thereafter				Steps are 1 year							

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in comment field.

\*\*\* The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM: 2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

\*\*\*\* The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

Issue Date: 4/22/2009

Rate Sheet: NEWTON

Job ID: 128109

# COMMONWEALTH OF MASSACHUSETTS

## Division of Occupational Safety

Minimum wage rates for apprentices employed on public works projects are listed below as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprentice Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprentice Training in accordance with M.G.L. c. 23, ss. 11E-11L.

<b>City/Town:</b> NEWTON		All steps are 6 months (1000 Hours) unless otherwise specified**							
PLUMBER	**	35	40	55	65	75			
** 1:2; 2:6; 3:10; 4:14; 5:19		Steps are 1 year; Step 4 w/ license-70; Step 5 w/ license-80							
REFRIGERATION / AC MECHANIC	**	40	45	60	70	80			
** 1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(		Steps are 1 year							
ROOFER	**	50	60	65	75	85			
** 1:5; 2:6 -10 thereafter 1:10 (or portion thereof)		Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.							
ROOFER (REROOFING)	**	50	60	65	75	85			
** 1:4; Thereafter 1:1		Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.							
SHEET METAL WORKER	1:4	40	45	50	60	65	75	85	
		Steps 1-3 are 1 year; Steps 4-7 are 6 mos.							
SIGN ERECTOR	1:1	50	55	60	65	70	75	80	85
		Steps are 4 mos.							
SPRINKLER FITTER	1:1	40	45	50	55	60	65	70	75
TELECOMMUNICATION TECHNICIAN	1:1	40	45	50	55	60	65	75	80

\* Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.

\*\* Multiple ratios are listed in comment field.

\*\*\* The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

1 JM: 1 App; 2-3 JM:2 App; 4-6 JM: 4 App; 7- 9 JM: 6 App; 10- 12 JM: 8 App; 13-15 JM: 10 App; etc

\*\*\*\* The job site ratio of 2 apprentices(App) for every 3 journeymen(JM) is allowed as follows:

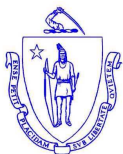
1-2 JM: 1 App; 3-4 JM: 2 App; 5 JM: 3 App; 6-7 JM: 4 App; 8 JM: 5 App; etc

Issue Date: 4/22/2009

Rate Sheet: NEWTON

Job ID: 128109





THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF LABOR  
**DIVISION OF OCCUPATIONAL SAFETY**  
PREVAILING WAGE PROGRAM  
[www.mass.gov/dos/pw](http://www.mass.gov/dos/pw)

**NOTICE: TO AWARDING AUTHORITIES AND CONTRACTORS**

ISSUED: SEPTEMBER 1, 2006

**DRIVERS WHO HAUL BITUMINOUS CONCRETE (ASPHALT)**

The Massachusetts Supreme Judicial Court recently affirmed that drivers who haul bituminous concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law only while on-site at the public construction project.

In *Teamsters Joint Council No. 10 v. Department of Labor, et al.*, 447 Mass. 100 (2006), the SJC upheld a 2001 administrative decision limiting the applicability of prevailing wage rates to the time bituminous drivers spend at the public construction site. This most recent decision of the SJC followed a 1989 ruling that had upheld an earlier Department of Labor (and Industries') policy that had deemed this category of drivers to be "teamsters" under the Law and, therefore, entitled to prevailing wage rates. See *Construction Industries of Massachusetts v. Commissioner of Labor and Industries*, 406 Mass. 162 (1989). However, the earlier court case had left open the question of whether this entitled these bituminous drivers to prevailing wage rates for their over-the-road time as well as their on-site time. This most recent decision has now answered that question.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to bituminous drivers for all time spent at the public construction site.

**DRIVERS WHO HAUL READY-MIX CONCRETE (CEMENT)**

Drivers who haul ready-mix concrete to public construction projects are not covered by the Prevailing Wage Law while off-site, including time spent over-the-road and picking-up materials. These drivers are covered by the Prevailing Wage Law while on-site at the public construction project. This applicability determination was established by a 2001 administrative decision of the Department of Labor's Division of Occupational Safety.

All of the requirements of the Prevailing Wage Law, including certified weekly payroll requirements, apply to ready-mix drivers for all time spent at the public construction site.

Please feel free to contact the Division of Occupational Safety at 617-626-6953 if you have any questions. Questions about enforcement of the Prevailing Wage Law may be directed to the Attorney General's Fair Labor and Business Practices Division at 617-727-3465

# **The Massachusetts Prevailing Wage Law**

## **M.G.L. ch. 149, §§ 26 – 27**

### **NOTICE TO AWARDING AUTHORITIES**

- 'The enclosed wage schedule applies only to the specific project listed at the top and will be updated for any public construction project lasting longer than one (1) year.
- 'You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- 'The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- 'Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

### **NOTICE TO CONTRACTORS**

- The enclosed wage schedule, and any updated schedule, must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

## **WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE**

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of their weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

### **STATEMENT OF COMPLIANCE**

\_\_\_\_\_, 200\_\_\_\_\_

I, \_\_\_\_\_,

(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ on the \_\_\_\_\_

(Contractor, subcontractor or public body) (Building or project)

and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature \_\_\_\_\_

Title \_\_\_\_\_

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108





## CITY OF NEWTON

### SUMMARY OF WORK AND SPECIFIC REQUIREMENTS OF THE CONTRACT FOR PUBLIC WORKS CONSTRUCTION

#### I. SUMMARY OF WORK

1.

**Under Category A the work consists of supplying approximately eight-thousand five hundred (8,500) tons of various types of Type I-1 bituminous concrete that shall be picked-up by the City of Newton, and/or under Category B for the supply, delivery and on-site truck discharge of approximately three thousand (3,000) tons of various types of Type I-1 bituminous concrete.**

**The Contractor may choose to bid on either Category A or Category B or both.**

**Category B deliveries shall be made to various construction sites located throughout the City of Newton.**

2. All other work described in the Project Manual and/or shown on the Plan(s) unless specifically indicated as not to be done.

B. In addition the work under the contract includes:

1. Work outside the Project Site as called for in the Project Manual and/or Plan(s) and as required for the performance of the work.
2. The restoration of any items damaged or destroyed by encroaching upon areas outside the Project Site.
3. All labor, materials, tools, and equipment necessary to do all the work required for the completion of each item as specified, which shall limited not only to the exact intent mentioned, but shall include incidental work necessary or customarily performed for the completion of that item.
4. All items not specifically mentioned or noted in the Project Manual and/or Plan(s), but which are obviously necessary to make a complete working installation.

C. The Proposed Contract Price shall be complete costs, including overhead, profit, insurance, transportation, and all other costs connected with, or incidental to the work described.

#### II. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

A. Upon notification the Contractor shall commence the work specified in the Project Manual as directed by the City. The work shall proceed in a continuous uninterrupted fashion with adequately staffed crews, in a satisfactory manner, which will assure that the work is completed in a timely manner to the satisfaction of the City.

B. The time for substantial completion pursuant to Article 2 of the Contract shall extend from **June 1, 2009 through March 31, 2010**. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

Time is of the essence for the completion of this contract. If the Contractor fails to achieve substantial or final completion of the Work within the time required by the contract, and unless an extension of time is granted,

the Contractor shall pay to the City as liquidated damages, the applicable amount specified in **Article 7** of the **General Conditions** for each day of delay. If different completion dates are specified in the Contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

### III. INSURANCE REQUIREMENTS

- A. The Contractor shall carry and maintain until acceptance of the work such Workmen's Compensation, Automobile Liability, Public Liability, Contingent Public Liability, Property Damage and Contingent Property Damage Insurance, each including blasting coverage, as shall protect him and any sub-contractor performing work covered by this contract from all claims and liability for damages for personal injury, including accidental death, and for property damage which may arise from operations under this contract, whether such operations be by himself or by any sub-contractor or by any one directly or indirectly employed by either of them.
- B. The City shall be named as an additional insured on such policy.
- C. The amounts of such insurance shall be as follows:
  - 1. Workmen's Compensation Insurance as required by Massachusetts General Law.
  - 2. Automobile Liability Insurance on all vehicles owned or hired for a.) Bodily Injury in an amount not less than \$500,000.00 for each occurrence, and not less than \$1,000,000.00 aggregate; b.) Property Damage in an amount not less than \$250,000.00 each occurrence, and not less than \$500,000.00 aggregate.
  - 3. Public Liability Insurance and Contingent Public Liability Insurance in an amount not less than \$500,000.00 for injuries, including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident.
  - 4. Property Damage Insurance and Contingent Property Damage Insurance in an amount not less than \$250,000.00 on account of one accident, and in an amount of not less than \$500,000.00 on account of all accidents.
  - 5. General Liability Insurance shall include Contractual Liability Insurance.
- D. Before any work is started, the successful bidder shall be required to file with the Chief Procurement Officer certificates of insurance coverage as detailed above, with policy numbers and dates of expiration.
- E. The Contractor shall indemnify, hold harmless and defend the City and its departments, officers, employees, servants, and agents from and against all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, including attorney's fees and interest arising out of or resulting directly or indirectly from the services rendered pursuant to this Contract, provided that any such action, cause of action, claim, demand, damage, cost, loss of service, expense, compensation (1) in any way grows out of bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, which (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

**END OF SECTION**

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate.

**NOTICE:** In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Liquid Asphalt. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

### SUPPLY BITUMINOUS CONCRETE

#### CATEGORY A: PICKED-UP

By the City of Newton

#### **CATEGORY A WORKSHEET: To derive the 'true cost' of the material if the City picks it up:**

1. Under Category A the unit cost for a ton of bituminous concrete material picked-up by the City of Newton shall be based, in part, on the in-house fuel and trucking charges associated with this program. To that end the Contractor shall supply the following information to derive the City's Transport Cost. **(This information is a mandatory requirement and must be submitted as an essential part of this bid.)**
2. For a bid to be considered responsive; the plant where the Bituminous Concrete will be picked up by the City of Newton must be within thirty (30) minutes (one-way) driving time of the City of Newton limits during the hours 7:00 A.M. to 3:30 P.M. Monday thru Friday. The City of Newton reserves the right to field verify these driving times & distances prior to awarding the Contract under **Category A: Picked-Up:**

**Address of Plant:** \_\_\_\_\_

3. Calculation to derive the 'City's Transport Cost':

$$\frac{\text{_____}}{\text{Mapquest*}} \text{ One-Way Miles} \times \frac{\text{2}}{\text{Round Trip}} \times \$ \frac{\text{0.50}}{\text{City Trucking}} \text{ / Ton / Mile} = \$ \frac{\text{_____}}{\text{City's Transport Cost}} \text{ /TON}$$

\* The One-way distance listed by the Contractor shall be based on MapQuest's ([www.mapquest.com](http://www.mapquest.com)) shortest distance from the bituminous concrete plant to Newton City Hall, 1000 Commonwealth Ave, Newton Ma 02459.

4. Subsequently the Contractor shall insert their 'Supply Price' and the derived 'City's Transport Cost' into the 'Bid Comparison' line for each respective Item of Category A. These combined values shall define the 'True Cost' factor which in turn shall be multiplied by the 'Estimated Quantity' to obtain the 'Total Cost' for that particular Item.
5. **IMPORTANT:** Under each separate Item of Category A the Contractor shall invoice the City of Newton at their unit 'SUPPLY PRICE' and **NOT** at the 'True Cost' unit price which is to be used for the comparison of bids only.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p><b>ITEM: A0.303LA- DIFFERENTIAL FOR LIQUID ASPHALT (MATERIAL PICKED-UP)</b></p> <p><b>Informational Note:</b> For the purpose of this program <u>One (1) Ton</u> of Type I-1 Bituminous Concrete shall contain six-hundredths (.06) Ton of Liquid Asphalt. [See Special Provision Page 1]</p> <p>The Base Price for Liquid Asphalt is :</p> <p>\$ <u>487.50</u> PER TON OF LIQUID ASPHALT</p> <p><i>Base Price Per Mass Highway</i></p>	N/A	N/A	<p>The Base Price (BPLA) shown here shall be used to determine the monthly price differential (See Spec. Prov.)</p> <p>\$ <u>N/A</u></p>
<p><b>ITEM: A1 - TYPE I-1 BITUMINOUS CONCRETE <u>TOP MIX</u> <u>PICKED-UP</u></b></p> <p><b><u>SPECIAL JANUARY 1 –MARCH 31</u></b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p> <p><b>BID COMP. : \$ _____/TON + \$ _____/TON = \$ _____/ TON x</b></p> <p><i>Supply Price is Basis of Invoice</i> <i>City's Transport Cost Worksheet - Line 3</i> <i>True Cost</i></p>	250	TONS	<p>The amount shown here is for the <b><u>Comparison of Bids Only</u></b>. The Supply Price shall be the Basis of Invoice</p> <p>\$ _____ (Not to be invoiced)</p>
<p><b>ITEM: A2 - TYPE I-1 BITUMINOUS CONCRETE <u>TOP MIX</u> <u>PICKED-UP</u></b></p> <p><b><u>APRIL 1 – DECEMBER 31</u></b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p> <p><b>BID COMP. : \$ _____/TON + \$ _____/TON = \$ _____/ TON x</b></p> <p><i>Supply Price is Basis of Invoice</i> <i>City's Transport Cost Worksheet - Line 3</i> <i>True Cost</i></p>	5,400	TONS	<p>The amount shown here is for the <b><u>Comparison of Bids Only</u></b>. The Supply Price shall be the Basis of Invoice</p> <p>\$ _____ (Not to be invoiced)</p>

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<b>ITEM: A3 - TYPE I-1 BITUMINOUS CONCRETE</b> <u><b>BINDER MIX</b></u> <u><b>PICKED-UP</b></u> <div style="border: 1px solid black; padding: 2px; display: inline-block;">APRIL 1 – DECEMBER 31</div>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON  <b>BID COMP.:</b> \$ _____/TON + \$ _____/TON = \$ _____/ TON x <div style="display: flex; justify-content: space-around; font-size: small;"> <span><i>Supply Price is Basis of Invoice</i></span> <span><i>City's Transport Cost Worksheet - Line 3</i></span> <span><i>True Cost</i></span> </div>	<b>1,400</b>	<b>TONS</b>	The amount shown here is for the <u><b>Comparison of Bids Only</b></u> . The Supply Price shall be the Basis of Invoice  \$ _____ <i>(Not to be invoiced)</i>
<b>ITEM: A4 - TYPE I-1 BITUMINOUS CONCRETE</b> <u><b>DENSE MIX</b></u> <u><b>PICKED-UP</b></u> <div style="border: 1px solid black; padding: 2px; display: inline-block;">APRIL 1 – DECEMBER 31</div>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON  <b>BID COMP.:</b> \$ _____/TON + \$ _____/TON = \$ _____/ TON x <div style="display: flex; justify-content: space-around; font-size: small;"> <span><i>Supply Price is Basis of Invoice</i></span> <span><i>City's Transport Cost Worksheet - Line 3</i></span> <span><i>True Cost</i></span> </div>	<b>1,100</b>	<b>TONS</b>	The amount shown here is for the <u><b>Comparison of Bids Only</b></u> . The Supply Price shall be the Basis of Invoice  \$ _____ <i>(Not to be invoiced)</i>
<b>ITEM: A5 - BITUMINOUS CONCRETE</b> <u><b>COLD MIX</b></u> <u><b>PICKED-UP</b></u> <div style="border: 1px solid black; padding: 2px; display: inline-block;">APRIL 1 – DECEMBER 31</div>  THE SUM OF: _____ DOLLARS AND _____ CENTS (\$ _____) PER TON  <b>BID COMP.:</b> \$ _____/TON + \$ _____/TON = \$ _____/ TON x <div style="display: flex; justify-content: space-around; font-size: small;"> <span><i>Supply Price is Basis of Invoice</i></span> <span><i>City's Transport Cost Worksheet - Line 3</i></span> <span><i>True Cost</i></span> </div>	<b>325</b>	<b>TONS</b>	The amount shown here is for the <u><b>Comparison of Bids Only</b></u> . The Supply Price shall be the Basis of Invoice  \$ _____ <i>(Not to be invoiced)</i>

Total Cost for **CATEGORY A:** \$ \_\_\_\_\_  
*Total shall be placed in paragraph "C" of the Bid Form*

**END OF SECTION**

## SUPPLY BITUMINOUS CONCRETE CATEGORY B: DELIVERED

The Contractor shall insert prices for each item in ink, in both words and figures, and is to show a total bid price. In the event a discrepancy between the written words and figures, the written words shall govern. In the event an error in the bidders total bid price, the corrected total bid obtained by the summation of the products of the unit prices multiplied by the respective quantities shall stand as the bidder's total bid price.

The estimated quantities shown here are based solely upon a reasonable assessment of the project parameters, thus the Contractor is advised that the actual quantities may vary substantially as field conditions, monetary issues stemming from cost adjustments, and/or a change in the scheduling of work may necessitate.

**NOTICE:** In accordance with MGL Chapter 303 of the Acts of 2008 this bid contains price adjustments for (1) Fuel (combination of Gasoline & Diesel) and (2) Liquid Asphalt. It is the bidder's responsibility to familiarize themselves with these price adjustment programs prior to entering a bid.

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p><b>ITEM: B0.303FC - FUEL COSTS *</b></p> <p>* The Contractor may elect <b>NOT</b> to bid the cost of fuel separately but to do so he must insert the term <u>N/A</u> (i.e. Not Applicable) in all four (4) entry lines of this <b>Item B0. 303FC</b>. This is a <b>mandatory requirement</b> to verify that the Contractor has waived their option to bid the cost of fuel(s) separately and has instead elected to factor their delivery &amp; discharge fuel costs into each one of the separate bid price(s) of <b>Items B1,B2,B3,B4 &amp; B5</b>.</p> <ul style="list-style-type: none"> <li>Contractor's bidding this line item must <b>NOT</b> include the cost of fuel in Line Items B1,B2,B3,B4 &amp; B5.</li> </ul> <p><b>B0.303FC</b> = total combined gallons of Diesel &amp; Gasoline fuel to deliver &amp; discharge <u>One (1) Ton</u> of Bituminous Concrete:</p> <p>(IN WORDS) _____ GALLONS / PER TON</p> <p>(IN FIGURES) _____ GALLONS / PER TON</p> <p>( _____ GALLONS / TON ) x ( \$ <u>1.77</u> /GALLON ) x  <i>Base Price</i>  <i>Per Mass Highway</i></p>	<b>3,000</b>	<b>TONS</b>	<p>The averaged Base Price shown here is for the  <b><u>Comparison of Bids Only</u></b>          (See Spec. Prov.)</p> <p>\$ _____</p>

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p><b>ITEM: B0.303LA- DIFFERENTIAL FOR LIQUID ASPHALT (MATERIAL SUPPLIED &amp; DELIVERED)</b></p> <p>Informational Note: For the purpose of this program <u>One (1) Ton</u> of Type I-1 Bituminous Concrete shall contain six-hundredths (.06) Ton of Liquid Asphalt. [See Spec. Prov. Page 1]</p> <p>The <b>Base Price</b> for Liquid Asphalt is :</p> <p>\$ <u>487.50</u> PER <b>TON OF LIQUID ASPHALT</b></p> <p><i>Base Price Per Mass Highway</i></p>	N/A	N/A	<p>The Base Price (BPLA) shown here shall be used to determine the monthly price differential (See Spec. Prov.)</p> <p>\$ <u>N/A</u></p>
<p><b>ITEM: B1 - TYPE I-1 BITUMINOUS CONCRETE TOP MIX SUPPLIED &amp; DELIVERED</b></p> <p><b>SPECIAL JANUARY 1 –MARCH 31</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B0.303FC) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	200	TONS	\$ _____
<p><b>ITEM: B2 - TYPE I-1 BITUMINOUS CONCRETE TOP MIX SUPPLIED &amp; DELIVERED</b></p> <p><b>APRIL 1 – DECEMBER 31</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B0.303FC) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	2,000	TONS	\$ _____

ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p><b>ITEM: B3 - TYPE I-1 BITUMINOUS CONCRETE</b>  <u><b>BINDER MIX</b></u> <u><b>SUPPLIED &amp; DELIVERED</b></u></p> <p><b>APRIL 1 – DECEMBER 31</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B0.303FC) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	<b>400</b>	<b>TONS</b>	\$ _____
<p><b>ITEM: B4 -TYPE I-1 BITUMINOUS CONCRETE</b>  <u><b>DENSE MIX</b></u> <u><b>SUPPLIED &amp; DELIVERED</b></u></p> <p><b>APRIL 1 – DECEMBER 31</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B0.303FC) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	<b>100</b>	<b>TONS</b>	\$ _____
<p><b>ITEM: B5 - BITUMINOUS CONCRETE</b>  <u><b>COLD MIX</b></u> <u><b>SUPPLIED &amp; DELIVERED</b></u></p> <p><b>APRIL 1 – DECEMBER 31</b></p> <p><b>DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B0.303FC) *</b></p> <p>THE SUM OF: _____ DOLLARS</p> <p>AND _____ CENTS</p> <p>(\$ _____) PER TON</p>	<b>300</b>	<b>TONS</b>	\$ _____



ITEM DESCRIPTION & BID PRICE	ESTIMATED QUANTITIES	UNIT	TOTAL COST
<p>ITEM: <b>B6 - ADDED CHARGE FOR A <u>SATURDAY DELIVERY</u></b></p> <p>THE SUM OF:</p> <p>_____</p> <p>DOLLARS</p> <p>AND _____</p> <p>CENTS</p> <p>(\$ _____) PER <b>SATURDAY</b></p> <p><b>DELIVERY</b></p>	<b>25</b>	<b>Delivery 's</b>	\$ _____

Total Cost for **CATEGORY B:** \$ \_\_\_\_\_  
*Total shall be placed in paragraph "C" of the Bid Form*

**END OF SECTION**

## CATEGORY A - PICKED UP

SECTION 0. 303**ITEM A0.303LA - DIFFERENTIAL FOR LIQUID ASPHALT  
(MATERIAL PICKED-UP)**Description

(a) Under **Item A0. 303LA** a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Liquid Asphalt contained in the total tare tonnage of bituminous concrete delivered and discharged in each respective calendar month.

(b) The intent of **Item A0. 303LA** is to provide a structured means, whereby the cost of the Liquid Asphalt contained in Type I-1 Bituminous Concrete is evaluated each calendar month, and under certain market conditions this value is adjusted either upward or downwards to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.

(c) **IMPORTANT NOTE: An adjustment to the cost of the Liquid Asphalt component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Liquid Asphalt has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the bituminous concrete products consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Liquid Asphalt component.**

Method of Administration

(d) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current 'new' pricing for **Liquid Asphalt** as indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The value at the time of advertisement shall serve as the Base Price of Liquid Asphalt (BPLA). Subsequently, and during the course of the contract, the Period Price of the Liquid Asphalt (PPLA) component shall be determined in the same manner, and at the end of each respective calendar month, and if the Period Price (PPLA) has either increased or decreased by more than five percentage points (5%) relative to the Base Price (BPLA) index, then the differential cost of the Liquid Asphalt component shall be paid for at the adjusted rate, otherwise no adjustment shall be made.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**

(e) The differential value for the Liquid Asphalt component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable tons of Type I-1 bituminous concrete supplied within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Liquid Asphalt that is contained in a single ton of Type I-1 bituminous concrete. **(Program Note: In the event a continuous supply of bituminous concrete spans several days but is performed in two separate months, then two separate Liquid Asphalt calculations shall be made for the applicable program.)**

(f) When a cost differential is applied it shall be inclusive of the five (5%) variation.

Method of Administration (Continued)

- (g) Immediately upon delivery of the bituminous concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the batching plant. The invoice shall clearly show the **tare weight, type of material and the date of delivery** for each load of bituminous concrete which is ultimately delivered and discharged. The plant issued tare-weight slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the City of Newton truck has left the plant or when the Contractor's truck has left the City of Newton project site.**
- (h) **No upward Liquid Asphalt component adjustment will be made for any supplied material which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

- (i) Payment formula:

**BPLA** = The Base Price of Liquid Asphalt posted on the bid release date (\$/Ton of Liquid Asphalt [L.A.])

**PPLA** = The Period Price per Ton of Liquid Asphalt for the applicable calendar month in which it was supplied (\$/Ton of L.A.)

**T** = Total tare tons of Bituminous Concrete (of any type) for the applicable calendar month (Tons)

**.06** = Tons of Liquid Asphalt in One (1) Ton Type I-1 Bituminous Concrete (120 lbs. L.A./Ton Bit. Conc.)

**If a change in (PPLA) does not exceed +/- 5% relative to the (BPLA) then: No differential adjustment.**

**If a change in (PPLA) exceeds +/- 5% relative to the (BPLA) then:**

$$(PPLA - BPLA) \times T \times .06 = \text{Differential Value for Current Pay Period (\$)}$$

Basis of Payment

- (j) Under **Item A0. 303LA** the differential value for **Liquid Asphalt contained in One (1) ton of Type I-1 bituminous concrete** supplied under this contract shall be made in accordance with the Period Price index values for Liquid Asphalt posted for each calendar month in which the material was supplied and then relative to the Base Price as specified herein. Subsequently these values shall be factored in accordance with the above-noted formula (Par. i).

- (k) **The differential value for Liquid Asphalt shall be based upon a fixed value of six-hundredths (.06) Tons of Liquid Asphalt contained in One (1) Ton of Type I-1 bituminous concrete, with said value differential being factored only on the number of Tons of Bituminous Concrete actually supplied, verified and/or accepted by the authorized City Agent.**

- (l) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Liquid Asphalt contained in any bituminous concrete material which is used to remedy any previously installed material supplied by the vendor and proven to be deficient and/or of inferior quality.

- (m) The Contractor shall be responsible for disbursing the Liquid Asphalt cost adjustments to their subcontractors and/or to their vendors.

## CATEGORY A

SECTION A1

ITEM: A1 - TYPE I-1 BITUMINOUS CONCRETE	<u>TOP MIX</u>	<u>PICKED-UP</u>	<b>SPECIAL JANUARY 1 –MARCH 31</b>
ITEM: A2 - TYPE I-1 BITUMINOUS CONCRETE	<u>TOP MIX</u>	<u>PICKED-UP</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: A3 - TYPE I-1 BITUMINOUS CONCRETE	<u>BINDER MIX</u>	<u>PICKED-UP</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: A4 - TYPE I-1 BITUMINOUS CONCRETE	<u>DENSE MIX</u>	<u>PICKED-UP</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: A5 - BITUMINOUS CONCRETE	<u>COLD MIX</u>	<u>PICKED-UP</u>	<b>APRIL 1 – DECEMBER 31</b>

Description

(a) Under these items the Contractor shall be responsible for supplying various types of bituminous concrete to the City of Newton Department of Public Works on a will-call basis.

(b) The Contractor shall ensure that the plant personnel wholly cooperate with the City of Newton's Agents and employees in the execution of this work. To that end the scheduling and the discharge of the material(s), into City of Newton transport vehicles, shall be made in an expeditious and timely manner in order to ensure that a continuous paving operation ensues.

Materials

(c) This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988.

(d) The bituminous concrete must be kept clean during handling. Trucks which transport the mixture shall be coated with a thin film of soap solution supplied by the Contractor. The loading & dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered shall be done in a continuous manner in order to minimize cold seaming at the site.

(e) The bituminous concrete mixture shall be prepared and efficiently dispatched so that it is easily workable and can be efficiently laid.

(f) (Except for Cold-Mix) the temperature of the hot mixture(s) shall be manufactured to arrive on site, in a covered load, at a temperature between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be accepted outside of these temperature ranges. Variation from these temperatures may be permitted only on written permission of the Engineer

(g) The City will issue payments on a monthly basis, however **the Contractor is to Fax all outstanding costs to the City of Newton Department of Public Works on a weekly basis** so the initial encumbrance of funds for this program is not exceeded, especially in consideration of the Liquid Asphalt adjustments.

(h) **Supply and discharge of material shall be made available to the City of Newton Monday through Saturday from 7:00 a.m.– 3:30 p.m.**

Method of Administration

(i) The Contractor shall, immediately upon loading each truck, furnish the driver/City Agent with a computer generated invoice that has been issued directly by the batching plant. This invoice shall clearly show the **tare weight, type of material and the date of delivery** for each load of bituminous concrete which is ultimately furnished and placed. However **the City Agent reserves the right to adjust the tare weight** in the event the material has been rejected either by the City Agent or by the Engineer and/or if a field measurement subsequent to the installation of the material reveals inconsistencies in the amount of material allegedly delivered. The tare/weight slips are to be plant issued and shall bear the name of the vendor and shall **be surrendered to the City Agent immediately upon the loading of the material. The City will have no obligation to pay for any independently issued invoice slips which are forwarded after the truck has left the plant.**

Method of Measurement

(j) Measurement shall be based upon the invoiced amount of acceptable and/or approved material as specified herein.

Basis of Payment:

(k) Under **Items A1, A2, A3, A4 & A5** the Contractor shall be paid the **Basis of Invoice** contract unit price **per ton** for the bituminous concrete supplied by the plant and discharged into trucks provided by the City of Newton. The unit price shall include full compensation for all labor, materials, tools, equipment, and all incidentals necessary to provide, administer, and invoice the bituminous concrete products under these items and as specified herein.

**END OF SECTION**

SECTION B0. 303

## CATEGORY B

## ITEM: B0.303FC - FUEL COSTS\*

Description

\* The Contractor may elect **NOT** to bid the cost of fuel separately, but to do so he must insert the term **N/A** (i.e. Not Applicable) in **all (4) entry lines of Item B 0. 303FC on Item Sheet 7**. This is **a mandatory requirement** to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each one of the separate bid price(s) of **Items B1, B2, B3, B4 & B5**.

- (a) Under this item the Contractor shall be paid for the fuel(s) consumed in the performance of this contract.
- (b) The intent of this program is to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the cost of petroleum based fuel products. It is important to note that due to the numerous types of; fuel, equipment, vehicles, programs, and efficiency factors related to each of these operational elements and therefore unique to the Contractor's own enterprises, that any fuel adjustments made under this item are intended only to defray and offset extraordinary market trends in petroleum based fuel products.
- (c) **IMPORTANT NOTE: An adjustment to the cost of fuels may result in an increase of payment if the fuel market has trended upward, or it may otherwise result in a decrease of payment if the fuel market has trended downward. The supplier is also advised that in certain cases the supply vehicle will be required to make multiple stops in the course of discharging one entire load of bituminous concrete for which there shall be no additional fuel cost payment.**
- (d) The City of Newton reserves the right, before awarding the Contract, to request from the Contractor a tabulated accounting of the means and methods upon which the number of gallons bid per delivery and discharge was derived. The intent of this evaluation is to preserve the fairness of this program by preventing bidders from placing an imbalanced bid that may ultimately cause excessive financial impact to either party. These tabulations will include, but shall not be limited to, an accounting of all transport equipment and their associated manufacturers fuel consumption rates which the Contractor/supplier intends to use to complete the work under this contract. In the event the City of Newton, subsequent to performing an analysis, determines that the Contractor's bid, with regard to the consumption of fuel per round trip (with discharge), is excessive for the type transport equipment traditionally deployed for this type of work, **the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, if it be in the public interest to do so.**
- (e) The Contractor shall also incorporate into his bid the amounts of fuel required for any work performed by their subcontractors or by their vendors.

Method of Administration

- (f) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current 'new' pricing of Diesel and Gasoline fuel as they are indicated on the Mass Highway web site at the time of advertisement.

**<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>**

The **average** of these two values (Diesel & Gasoline) shall serve as the value basis for determining the Base Price of Fuel (BPF) at the time of the advertisement. Subsequently, during the course of the contract, the Period Price of Fuel (PPF) shall be determined in the same manner, but at the end of each calendar month, and if the **averaged** Period Price (PPF) has either increased or decreased by more than five percentage points (5%) relative to the **averaged** Base Price of Fuel (BPF), then the cost of fuel(s) for the applicable calendar month shall be paid for at the adjusted rate, otherwise the cost of fuel(s) for the applicable calendar month shall be paid for at the initial Base Price of Fuels.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**

- (g) When a cost adjustment is applied it shall be inclusive of the five (5%) variation.

Method of Administration

(h) Payments for fuel shall be calculated at the end of **each calendar month** and they shall be based upon the acceptable deliveries of bituminous concrete delivered and discharged within that particular calendar month. **(Program Note: In the event a continuous supply operation spans several days but the delivery & discharge of loads is performed in two separate months, then two separate fuel payments shall be made).**

(i) Immediately upon delivery of any bituminous concrete product, the Contractor shall furnish the designated City Agent with a computer generated invoice that has been issued directly by the bituminous concrete batching plant. The invoice shall clearly show the **tare weight, type of bituminous concrete and the date of delivery** for each load of bituminous concrete which is ultimately delivered and discharged. The plant issued tare-weight slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery and discharge of the material. The City will have no obligation to pay for any errant slips which are forwarded after the wet-pour has ceased.**

(j) **No upward fuel adjustment will be made for any delivery and discharge which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(k) Payment formula:

**BPF** = The Base Price of Fuel on the bid release date (Averaged cost of Diesel & Gasoline in \$/Gallon)

**PPF** = The Period Price of Fuel for the applicable calendar month (Averaged cost of Diesel & Gasoline in \$/Gallon)

**G** = Gallons of fuel bid by the Contractor to Deliver & Discharge One (1) Load of concrete (Gal./ Round Trip D)

**D** = The total number of Delivery & Discharges in the applicable calendar month (D)

**If a change in (PPF) does not exceed +/- 5% relative to the (BPF) then: (BPF) x G x D = Fuel Payment (\$)**

**If a change in (BPF) does exceed +/- 5% relative to the (BPF) then: (PPF) x G x D = Fuel Payment (\$)**

Basis of Payment

**\* The Contractor may elect NOT to bid the cost of fuels separately, but to do so he must insert the term N/A (i.e. Not Applicable) in all (4) entry lines of Item **B0.303FC** on Item Sheet 7. This is a mandatory requirement to verify that the Contractor has formally waived their option to bid the cost of fuel(s) separately and has instead elected to factor their round-trip delivery & discharge fuel costs into each one of the separate bid price(s) of Items **B1, B2, B3, B4 & B5**.**

(l) The round trip cost of fuel(s) consumed for the delivery and discharge of One (1) Ton of Bituminous Concrete shall be paid for under **Item B0.303FC**. The cost of fuel used to complete the work under this contract shall be made in accordance with the applicable Period Price for Diesel & Gasoline fuels as posted for each calendar month in which the work was performed. The Contractor will be paid the contract unit price **per gallon(s) of fuel consumed for each ton** of Bituminous Concrete delivered and discharged within each applicable calendar month as specified herein.

(m) The Contractor shall be responsible for disbursing fuel cost payments to their subcontractors and/or to their vendors.

(n) No payment shall be made for any fuel(s) consumed to remedy and/or to replace any deficient material supplied by the Contractor or their subcontractors.

## CATEGORY B

**ITEM B 0.303LA - DIFFERENTIAL FOR LIQUID ASPHALT  
(MATERIAL SUPPLIED & DELIVERED)**Description

- (a) Under **Item B 0. 303LA** a differential value shall be calculated and applied to the payment on a monthly basis. The differential value shall be based upon the amount of Liquid Asphalt contained in the total tare tonnage of bituminous concrete delivered and discharged in each respective calendar month.
- (b) The intent of **Item B 0. 303LA** is to provide a structured means, whereby the cost of the Liquid Asphalt contained in Type I-1 Bituminous Concrete is evaluated each calendar month, and under certain market conditions this value is adjusted either upward or downwards to maintain a reasonable and continuous parity with the regional fluctuations that may occur in the price of this commodity.
- (c) **IMPORTANT NOTE: An adjustment to the cost of the Liquid Asphalt component may result in an increase of payment if the market has trended upward, or it may otherwise result in a decrease of payment if the market for Liquid Asphalt has trended downward. Further, these adjustments do not compensate the Contractor for the entire cost of the bituminous concrete products consumed in the execution of this contract but only for the monthly differential value(s) which may occur with regard to the Liquid Asphalt component.**

Method of Administration

- (d) In accordance with Chapter 303 Acts of 2008 the City of Newton shall use the most current 'new' pricing for **Liquid Asphalt** as indicated on the Mass Highway web site at the time of advertisement.

<http://www.mhd.state.ma.us/default.asp?pgid=content/fuelPrices&sid=about#para24>

The value at the time of advertisement shall serve as the Base Price of Liquid Asphalt (BPLA). Subsequently, and during the course of the contract, the Period Price of the Liquid Asphalt (PPLA) component shall be determined in the same manner, and at the end of each respective calendar month, and if the Period Price (PPLA) has either increased or decreased by more than five percentage points (5%) relative to the Base Price (BPLA) index, then the differential cost of the Liquid Asphalt component shall be paid for at the adjusted rate, otherwise no adjustment shall be made.

**The Contractor is advised to verify these value standards and citations prior to placing their bid.**

- (e) The differential value for the Liquid Asphalt component shall be calculated at the end of each calendar month and it shall be based upon the number of acceptable tons of Type I-1 bituminous concrete supplied within that particular calendar month. This value shall be derived by applying a fixed factor to the tonnage of Liquid Asphalt that is contained in a single ton of Type I-1 bituminous concrete. **(Program Note: In the event a continuous supply of bituminous concrete spans several days but is performed in two separate months, then two separate Liquid Asphalt calculations shall be made for the applicable program.)**
- (f) When a cost differential is applied it shall be inclusive of the five (5%) variation.
- (g) Immediately upon delivery of the bituminous concrete product, the Contractor shall furnish the Engineer with a computer generated invoice that has been issued directly by the batching plant. The invoice shall clearly show the **tare weight, type of material and the date of delivery** for each load of bituminous concrete which is ultimately delivered and discharged. The plant issued tare-weight slips are to bear the name of the vendor and shall **be surrendered to the DPW Agent-In-Charge immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the City of Newton truck has left the plant or when the Contractor's truck has left the City of Newton project site.**



Method of Administration (Continued)

(h) **No upward Liquid Asphalt component adjustment will be made for any supplied material which takes place beyond the completion date of the contract** unless the Contractor's work has been delayed due to no fault of their own (i.e. Preparation work that must be performed by others before the Contractor can complete their own tasks in the contractually allotted time.) Any such delay must be brought to the attention of the DPW Agent-In-Charge in a timely manner at which time the Agent shall investigate, verify, and document the extenuating circumstances and inform the Contractor of their decision.

Method of Payment

(i) Payment formula:

**BPLA** = The Base Price Liquid Asphalt Cost Index on the bid release date (\$/Ton of Liquid Asphalt (L.A.))

**PPLA** = The Period Price for One Ton of Liquid Asphalt for the applicable calendar month in which it was supplied (\$/Ton of L.A.)

**T** = Total tare tons of Bituminous Concrete (of any type) for the applicable calendar month (Tons)

**.06** = Tons of Liquid Asphalt in One (1) Ton Type I-1 Bituminous Concrete (120 lbs. L.A./Ton Bit. Conc.)

**If a change in (PPLA) does not exceed +/- 5% relative to the (BPLA) then: No differential adjustment.**

**If a change in (PPLA) exceeds +/- 5% relative to the (BPLA) then:**

$$(PPLA - BPLA) \times T \times .06 = \text{Differential Value for Current Pay Period (\$)}$$

Basis of Payment

(j) Under **Item B 0. 303LA** the differential value for **Liquid Asphalt contained in One (1) ton of Type I-1 bituminous concrete** supplied under this contract shall be made in accordance with the Period Price index values for Liquid Asphalt posted for each calendar month in which the material was supplied and then relative to the Base Price as specified herein. Subsequently these values shall be factored in accordance with the above-noted formula (Par. i).

(k) **The differential value for Liquid Asphalt shall be based upon a fixed value of six-hundreths (.06) Tons of Liquid Asphalt contained in One (1) Ton of Type I-1 bituminous concrete, with said value differential being factored only on the number of Tons of Bituminous Concrete actually supplied, verified and/or accepted by the authorized City Agent.**

(l) No adjustment shall be made for any material which is rejected or is deemed to be of an inferior quality. Nor shall any adjustment be made for Liquid Asphalt contained in any bituminous concrete material which is used to remedy any previously installed material supplied by the vendor and proven to be deficient and/or of inferior quality.

(m) The Contractor shall be responsible for disbursing the Liquid Asphalt cost adjustments to their subcontractors and/or to their vendors.

SECTION B1

**NOTE: Under Items B1, B2, B3, B4 & B5;**

**DO NOT INCLUDE FUEL COSTS UNLESS WAIVED (See Item B 0.303FC) \***

## CATEGORY B

ITEM: B1 - TYPE I-1 BITUMINOUS CONCRETE	<u>TOP MIX</u>	<u>SUPPLIED &amp; DELIVERED</u>	<b>SPECIAL JAN. 1 – MARCH 31</b>
ITEM: B2 - TYPE I-1 BITUMINOUS CONCRETE	<u>TOP MIX</u>	<u>SUPPLIED &amp; DELIVERED</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: B3 - TYPE I-1 BITUMINOUS CONCRETE	<u>BINDER MIX</u>	<u>SUPPLIED &amp; DELIVERED</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: B4 - TYPE I-1 BITUMINOUS CONCRETE	<u>DENSE MIX</u>	<u>SUPPLIED &amp; DELIVERED</u>	<b>APRIL 1 – DECEMBER 31</b>
ITEM: B5 - BITUMINOUS CONCRETE	<u>COLD MIX</u>	<u>SUPPLIED &amp; DELIVERED</u>	<b>APRIL 1 – DECEMBER 31</b>

Description

\* The Contractor may elect **NOT** to bid the cost of fuel(s) separately but to do so he must insert the term **N/A** (*i.e. Not Applicable*) in **all (4) entry lines of Item B 0. 303FC on Item Sheet 7**. This is a **mandatory requirement** to verify that the Contractor has waived their option to bid transportation & discharge fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each of the separate bid price(s) of Items B1, B2, B3, B4 & B5.

(a) Under these items the Contractor shall be responsible for supplying, delivering and discharging, in a timely fashion, various types of bituminous concrete to the City of Newton Department of Public Works project sites which will be located at multiple sites throughout the City of Newton. The discharging of material shall be into City of Newton paving units.

(b) Due to the nature of this work the Contractor is advised that **five (5) minutes per ton shall be considered the standard typical wait & discharge time**. In the event the Contractor feels this standard has been unreasonably exceeded then the waiting and/or discharge time period must be verified by both the DPW working foreman and the Contractor's driver at the time of each occurrence, and so noted on the delivery slip by both parties, and subsequently, should the vendor find it necessary to file a claim for additional compensation then the delivery slip shall act as the documentation medium. However under no circumstances shall the City pay more than reasonable industry rates pursuant to any such claim for extra compensation, and **any such claim must be made within three (3) days of its occurrence** (Saturday, Sundays and holidays excepted).

(c) The Contractor shall ensure that the driver's employed in the transport and discharge of the material(s) under this contract wholly cooperate with the City of Newton's Agents and employees in the execution of this work. In addition, the scheduling of the shipments shall be made in an expeditious and timely manner in order to ensure that a continuous paving operation ensues.

Materials

(d) This type of pavement shall be composed of mineral aggregate, mineral filler and bituminous material, plant mixed and laid hot. The mixing and materials shall conform to the current specifications as set forth in the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highway and Bridges, Sections 460 and M3, dated 1988.

(e) The bituminous concrete must be kept clean during hauling and handling and covered during transit with canvas or other material which will retain the desired pavement temperature. These mixtures must not be hauled in such a manner that segregation of the mixture takes place, or that a crust is formed on the surface, or that the mixture will crumble or flatten out when dumped. Trucks which transport the mixture shall be tight, and the side of the bodies shall be coated with a thin film of soap solution. The dispatching of trucks from the distribution point shall be so arranged that all the material which is to be delivered and subsequently applied on the road surface during any day may be placed and shall have received final compression in a continuous manner in order to minimize cold seaming.

(f) The bituminous concrete mixture shall be delivered to the work in such condition that it is easily workable and can be efficiently laid.

(g) Except for Cold-Mix the temperature of the hot mixture(s) shall arrive on site at a temperature between two hundred and twenty-five (225) degrees Fahrenheit and three hundred and twenty-five (325) degrees Fahrenheit and no mixture shall be accepted outside of these temperature ranges. Variation from these temperatures may be permitted only on written permission of the Engineer.

(h) When ambient air temperatures are below forty (40) degrees Fahrenheit then the Contractor shall transport all material in vehicles equipped with heated bodies.

Method of Administration

(h) The City will issue payments on a monthly basis, however **the Contractor is to Fax all outstanding costs to the City of Newton Department of Public Works on a weekly basis** so the initial encumbrance of funds for this program is not exceeded, especially in consideration of the Fuel and Liquid Asphalt adjustments.

(j) **Deliveries shall arrive on site Monday through Saturday from 7:00 a.m. – 3:30 p.m.**

(k) The Contractor shall, immediately upon delivery & discharge, furnish the City Agent with a computer generated invoice that has been issued directly by the batching plant. This invoice shall clearly show the **tare weight, type of material and the date of delivery** for each load of bituminous concrete which is ultimately furnished and placed. However **the City Agent reserves the right to adjust the tare weight** in the event the material has been rejected either by the City Agent or by the Engineer, and/or if a field measurement subsequent to the installation of the material reveals inconsistencies in the amount of material allegedly delivered. The tare/weight invoice slips are to be plant issued and shall bear the name of the vendor and shall **be surrendered to the City Agent immediately upon the delivery of the material. The City will have no obligation to pay for any errant slips which are forwarded after the delivery vehicle has exited the site.**

Method of Measurement

(l) Measurement shall be based upon the invoiced amount of acceptable and/or approved material as specified herein.

Basis of Payment:

**\* The Contractor may elect NOT to bid the cost of fuel(s) separately but to do so he must insert the term N/A (i.e. *Not Applicable*) in all (4) entry lines of Item B 0. 303FC on Item Sheet 7. This is a mandatory requirement to verify that the Contractor has waived their option to bid transportation & discharge fuel(s) separately and has instead elected to factor their delivery & discharge fuel costs into each of the separate bid price(s) of Items B1, B2, B3, B4 & B5.**

(m) Under **Items B1, B2, B3, B4 & B5** the Contractor shall be paid the contract unit price **per ton** for the bituminous concrete supplied, delivered and subsequently discharged at the construction site. The unit price shall include full compensation for all labor, materials, tools, fuel\*, transportation \*, equipment and all incidentals necessary to provide the bituminous concrete and administer the program under these items and as specified herein.

(n) Saturday deliveries shall be paid for under **Item B6**.

(o) **The delivery/discharge component of supplied and delivered bituminous concrete shall NOT include the cost of fuel, which is to be paid separately under Item B 0.303FC UNLESS the Contractor has formally waived this option, and in doing so has otherwise opted to include all transportation fuel costs in the separate bid price of Items B1, B2, B3, B4 & B5 and has verified their choice by inserting the term N/A (i.e. *Not Applicable*) in all item sheet entry lines for Item B 0.303FC (This is a mandatory requirement to verify their inclusion of fuel costs under Items B1, B2, B3, B4 & B5).**

**CATEGORY B****SECTION 2****ITEM: B6 - ADDED CHARGE FOR A SATURDAY DELIVERY****Description**

(a) Under **Item B6** the Contractor shall be paid an additional flat-rate fee for each separate delivery made **on a Saturday**. The intent of this item is compensate the Contractor only for the additional labor charges associated with Saturday delivery's.

(b) Each Saturday delivery shall be made in a fully loaded ten-wheeled vehicle or greater.

**Basis of Payment**

(c) Under **Item B6** the Contractor shall be paid an additional flat-rate fee at the contract unit price **per each delivery** made **on a Saturday**. This is a flat-rate unit price which shall be for full compensation of all additional charges incurred by the Contractor for providing the personnel and equipment, as well as for all administrative costs that are associated with Saturday deliveries.

**END OF SECTION**